



County of San Bernardino

F A S

**STANDARD
CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code HIDESER577		SC	Dept. ADS	A	Contract Number	
County Department Behavioral Health				Dept. ADS	Orgn. ADS	Contractor's License No.	
County Department Contract Representative Armand Freitas				Telephone (909) 421-9460		Total Contract Amount \$1,091,205	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code			Contract Start Date 07/01/2003		Contract End Date 06/30/2006		Original Amount \$1,091,205
Fund AAA	Dept. ADS	Organization ADS	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No.		Amount \$1,091,205
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Project Name Alcohol and Drug Outpatient Services				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
				03-04	\$363,735		
				04-05	\$363,735		
Contract Type – 2(b)				05-06	\$363,735		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Hi-Desert Mental Health Center, Inc.

hereinafter called **Contractor**

Address

309 E. Mountain View, Suite 100

Barstow, CA 92311

Telephone

(760) 256-0376

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide alcohol and/or drug services in accordance with the requirements of the Health and Safety Code, Division 10.5, Parts 2 and 3; and Title 22 of the California Code of Regulations and related directives as they pertain to Medi-Cal; and

WHEREAS, Contractor is willing to furnish such services upon the terms hereinafter set forth;

WHEREAS, this Agreement is authorized by one of the following Sections of the Health

and Safety Code: 11812(b); 11796.1; 11991.6(a);

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto do mutually agree as follows:

TABLE OF CONTENTS

I.	DEFINITION OF TERMINOLOGY	4
II.	CONTRACT SUPERVISION	5
III.	ADMINISTRATIVE PROCEDURES	5
IV.	FORMER COUNTY OFFICIALS	6
V.	INDEPENDENT CONTRACTOR STATUS	7
VI.	INDEMNIFICATION AND INSURANCE	7
	1. Indemnification	7
	2. Insurance	7
	a. Worker's Compensation	7
	b. Comprehensive General and Automobile Liability Insurance	8
	c. Errors and Omissions Liability Insurance	8
	d. Professional Liability	8
	3. Additional Named Insured	8
	4. Waiver of Subrogation Rights	9
	5. Policies Primary and Non-Contributory	9
	6. Proof of Coverage	9
	7. Insurance Review	9
VII.	FEE ASSESSMENT AND COLLECTION	10
	1. Drug Programs	10
	2. Alcohol Programs	11
VIII.	CONFIDENTIALITY	12
IX.	NONDISCRIMINATION	12
	1. General	12
	2. Handicapped	13
	3. Contract Compliance	13
	4. Sexual Harassment	13
	5. Cultural and Linguistic Competency	13
X.	DRUG FREE WORKPLACE	15
XI.	PERSONNEL	16

XII.	PERFORMANCE.....	17
XIII.	FUNDING	18
XIV.	ACCOUNTABILITY – REVENUE	19
XV.	AUDITING AND EXCEPTIONS.....	20
XVI.	FINAL SETTLEMENT – AUDIT	21
XVII.	SPECIAL REPORTS.....	22
XVIII.	DURATION AND TERMINATION	23
XIX.	FINAL CLAIM.....	23
XX.	ASSIGNMENT.....	24
XXI.	CONCLUSION.....	24

ATTACHMENTS

Schedule A	Allocations for Service Modality
Addendum A-1	Agreement for Federal Block Grant
Addendum A-2	Agreement for Outpatient Services
Addendum A-3	Agreement for Case Management Services
Addendum A-4	Agreement for Specific Services
Addendum A-5	Agreement for SACPA Services
Addendum A-6	Agreement on Union Organizing

I. DEFINITION OF TERMINOLOGY

1. Wherever in this document, and in any attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
2. **Definition of May, Shall and Should.** Whenever in this document the words "may", "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
3. The term "ADS" refers to the County Department of Behavioral Health, Alcohol and Drug Services.
4. The term "unit of service" means a person-to-person contact, regardless of time, which results in a record of therapeutic experience in a patient's chart. Telephone contacts are not a reportable unit of service.
5. The term "service hour" refers to the time spent by Contractor staff to deliver alcohol/drug program services.
 - a. With respect to alcohol/drug prevention services, a service hour includes staff time spent in performing prevention services as well as travel time and time spent in preparing substance abuse prevention literature and mass media advertisements. Time spent in developing or establishing program objectives and methodologies, preparing for presentations or in performing other administrative functions is excluded from the service hour definition.
 - b. With respect to alcohol/drug treatment services, a service hour includes staff time spent conducting client visits, collateral visits, and group treatment sessions. Time spent staffing client charts and documenting treatment sessions in the charts is also included in the service hour definition. Other administrative time, such as scheduling appointments, is excluded from the service hour definition.

II. CONTRACT SUPERVISION

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide in writing to the County the names of the persons who are authorized to represent the Contractor in this contract.

III. ADMINISTRATIVE PROCEDURES

1. Contractor agrees to adhere to all applicable provisions contained in the **ADS Manual for Contract Agencies**, which is made a part hereof by this reference. A copy of said document has been provided to the Contractor. In agreeing to the terms of this contract, Contractor acknowledges full understanding of the provisions of the referenced documents and agrees to operate the respective alcohol and/or drug programs in accordance with the provisions of the documents and the provisions of this contract. At the option of the County, changes may be made during the contract period to the **ADS Manual for Contract Agencies**. Such changes, when made, will be binding on the Contractor.
2. Contractor, if receiving Medi-Cal funding, shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to the County and staff assignments for quality improvement and coordination duties.
3. Contractor agrees that no part of any federal funds provided under this contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.
4. Contractor agrees that no part of any federal funds provided under this contract shall be used to pay the salary of an individual at a rate in excess of \$166,700 per year.

5. Contractor shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.
6. If Contractor is not licensed or certified by the State, Contractor shall submit organizational documents to County within 30 days of execution of this contract, or within 90 days of annual renewal or continuation of this contract, or when there has been a change in name or ownership. Organizational documents shall include Contractor's Articles of Incorporation or Partnership Agreements, business licenses, fictitious name permits, and such other information and documentation as may be requested by County.

IV. FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's Staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

V. INDEPENDENT CONTRACTOR STATUS

Contractor understands and agrees that the services performed hereunder by its officers,

agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of County. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this contract shall be provided by Contractor in providing the contracted services. County equipment, excess to the needs of the County, may be provided to the Contractor in support of performance of this contract at a cost to be determined by the County.

VI. INDEMNIFICATION AND INSURANCE

1. **Indemnification** - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized agents, officers, volunteers and employees from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. **Insurance** - Without in any way affecting the indemnity provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
 - a. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered

by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
 - d. **Professional Liability** - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. **Additional Named Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. **Waiver of Subrogation Rights** - Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, volunteers, employees, agents, contractors and subcontractors.
5. **Policies Primary and Non-Contributory** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. **Proof of Coverage** - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage,

including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and endorsements.

7. **Insurance Review** - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

The County agrees to indemnify and hold harmless the Contractor and its authorized agents, officers, volunteers and employees from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the County, its officers, employees, agents or volunteers in connection with performance of this Agreement.

VII. FEE ASSESSMENT AND COLLECTION

1. **Drug Programs.** Client fees shall be charged for treatment services provided under the provisions of this Agreement based upon the client's financial ability to pay for service. Fees charged shall approximate estimated actual cost of providing services, and no person shall be excluded from receiving services based solely on lack of financial ability to make payment toward the cost of providing services. The fee system must be in writing and shall be a matter of public record. In establishing fees to clients, a fee system shall be used which conforms to the following guidelines and criteria as prescribed in Section 11991.5 of the California Health and Safety Code:

- a. The fee system shall be equitable.
- b. The fee charged shall not exceed the actual cost of providing services.
- c. The fee system shall consider the client's income and expenses.
- d. The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (1) Fee assessment schedules and collection records.
- (2) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

2. **Alcohol Programs.** In compliance with Section 11841 of the California Health and Safety Code:

- a. The Contractor shall set fees and follow fee assessment and collection practices that promote recovery from problem drinking, provided that the method of establishing such fees and methods of collection practice will not result in the denial or withholding of alcohol services because of the client's inability to pay for such services. The fee requirements shall not apply to prevention and early intervention activities.

- b. The Director or designee shall approve the Contractor's fee assessment system, which shall describe how the Contractor charges fees and which must take into consideration the Client's income and expenses. The fee system must be in writing and shall be a matter of public record. A fee system shall be used which conforms to the following guidelines and criteria:

- (1) The fee system shall be equitable.
- (2) The fee charged shall not exceed the actual cost of providing services.
- (3) The fee system shall consider the client's income and expenses.
- (4) The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (a) Fee assessment schedules and collection records.
- (b) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

VIII. CONFIDENTIALITY

1. Contractor shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations Part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
2. No list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
3. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Contractor is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Contractor is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. Contractor will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

IX. NONDISCRIMINATION

1. **General.** Contractor agrees to serve all persons without regard to race, color, sex, religion, national origin or ancestry, pursuant to Civil Rights Act of 1964, as amended, (42 USCA Section 2000 d) and Executive Order #11246, September 24, 1965, as amended, Age Discrimination Act of 1975 (42 USC 6101), Rehabilitation Act of 1973 (29 USC 794), Title 45, Code of Federal Regulations, Part 84.6; and provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.)
2. **Handicapped.** Contractor agrees to comply with the Americans with Disabilities Act

of 1990, (42 U.S.C. 12101 et. seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

3. **Contract Compliance.** Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VI of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County ESBE Policy No. 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Manager of the County of San Bernardino at (909) 387-2139.
4. **Sexual Harassment.** Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
5. **Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
 - a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for the provision of appropriate and effective substance abuse treatment services.
 - b. There is recognition by the DBH that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards

the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. The provision of medically necessary specialty substance abuse treatment in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective substance abuse treatment. Providing services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

c. To assist the Contractor's efforts towards cultural and linguistic competency:

- (1) DBH shall provide technical assistance to the Contractor regarding cultural competency implementation.
- (2) DBH shall provide demographic information to Contractor on service area for services planning.
- (3) DBH shall provide cultural competency training for Department and Contractor personnel. Contractor staff are encouraged to attend at least one cultural competency training per year.
- (4) DBH shall provide interpreter training for Department and Contractor personnel.
- (5) DBH shall provide technical assistance for Contractor in translating substance abuse treatment information to Spanish.

X. DRUG FREE WORKPLACE

By signing this contract the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.), and the Pro-Children Act of 1994, and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
2. Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the work place;
 - b. The person's or organization's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355 (c), that every employee engaged in the performance of the contract:
 - a. Be given a copy of the Contractor's drug-free policy statement; and
 - b. As a condition of employment on the contract, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:
 - a. The Contractor has made false certification, or

- b. The Contractor has violated the certification by failing to carry out the requirements as noted above.

XI. PERSONNEL

1. Under the terms of this contract, the Contractor is an independent contractor, and therefore neither the staff nor employees of the Contractor are, nor shall they become, employees of the County. Contractor staff and employees shall not be entitled to any rights, privileges or benefits provided to County employees.
2. Contractor shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Contractor shall perform, which services are described in such addenda as may be attached hereto and/or in the **ADS Manual for Contract Agencies**.
3. Contractor certifies that neither it nor its principles is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Contractor is unable to certify to any of the aforesaid, such Contractor shall attach an explanation to this contract.

XII. PERFORMANCE

1. Recovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her substance abuse. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's

choices and responsibilities. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the alcohol and other drug treatment and recovery field.

2. It is believed that all clients can recover, even if that recovery is not complete. The Recovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma”, improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.
3. Under this Agreement Contractor shall provide those services which are dictated by attached addenda and/or exhibits. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the **ADS Manual for Contract Agencies**. In the event information in the attachments conflicts with the basic Agreement, then information in the attachments shall take precedence to the extent permitted by law.

XIII. FUNDING

1. This Agreement is contingent upon sufficient funds being made available by Federal, State and/or County governments for each of the three years of the term of the Agreement.
2. The maximum annual financial obligation of County under this Agreement shall not exceed the sum of One Million, Ninety-One Thousand, Two Hundred Five Dollars (\$1,091,205). The maximum financial obligation is further limited by fiscal year, funding source, and service modalities as delineated on the attached Schedule(s)
 - A. Funds may not be transferred between funding sources nor modes of services without the prior written approval of the Director or designee.
3. Contractor will determine, on a case by case basis, client eligibility for or entitlement to any and all of the funding streams used by the County for these

services, as identified in the **ADS Manual For Contract Agencies**, to pay for services under the terms and conditions of this contract and will bill County for those services pursuant to the instructions in the **ADS Manual For Contract Agencies**.

4. The Contractor shall be entitled to reimbursement for Drug/Medi-Cal units of service based on the lesser of actual cost, the Contractor's usual and customary charge to the general public for the same or similar service, or the rates established annually by the State Budget Act.
5. The Contractor shall be entitled to reimbursement for all other units of service, for which there is budget, based on actual cost after deducting reportable revenues as defined in paragraph 7 below.
6. Contractor will only be paid for reimbursable services entered correctly into the San Bernardino Information Management On-line Network (SIMON) System. Services must be entered into SIMON no later than thirty (30) days from date of service.
7. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.
8. In no instance will the Contractor be reimbursed more than the actual net cost of delivering services under this contract.
9. In the event of a reduction of County's allocation of federal, state or county funding for alcohol and/or drug programs, Contractor agrees to accept a reduction in funding under this contract to be determined by the County.
10. The Contractor agrees to accept a reduction of the dollar value of the contract, at the option of the County, if in any fiscal year the projected savings, based on claims submitted through December 31, are more than 5% of the net annual amount of the contract by service modality.

11. At the County's option the contract may be amended and the dollar value of the contract reduced if during the period July 1 through December 31 of each contract year the service hours performed, as reported in SIMON, are less than 90% of the service hours budgeted for that period by the Contractor in its budgetary submission to the County in support of the contract.

XIV. ACCOUNTABILITY - REVENUE

Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Contractor.

XV. AUDITING AND EXCEPTIONS

1. Contractor agrees to maintain and retain all appropriate service records for a period of at least seven (7) years and financial records for a period of at least five (5) years, or until audit findings are resolved, whichever is later.
2. Contractors which use audit firms shall require such firms to permit access by the State to the working papers of the audit firm, and copies of said papers shall be made available to the State and County as is reasonable and necessary.
3. Financial records shall be kept by Contractor so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
4. Contractor agrees to furnish duly authorized representatives from County or State access to client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services to the extent permitted by Title 42, CFR, Part 2. In any other situation wherein records are being

accessed, Contractor agrees to obtain from the persons seeking access a confidentiality statement similar to that set forth in Welfare and Institutions Code 5328(e). The refusal of a Contractor to permit access to and inspection of books, records, and facilities as described in this part may result in immediate termination of this agreement by the County.

5. If results of an audit or on-site review indicate that funds reimbursed to Contractor under this Agreement were in excess of supported actual costs of furnishing the services, the difference shall be reimbursed to the County by the Contractor.
6. If results of an audit or on-site review indicate that service hours reported by the Contractor are not documented in accordance with the State of California Alcohol and/or Other Drug Program Certification Standards, July 1, 1999, reimbursement shall be made by the Contractor to the County, at the County's option, on the basis of the number of undocumented service hours times the cost per service hour for the month in which the undocumented service hours were reported to the County.
7. Reimbursement to the County by the Contractor, under Subparagraphs 5 and 6 above, will be made using one of the following methods, which shall be at the election of the County:
 - a. Cash payment of total.
 - b. Cash payments on a monthly schedule of reimbursements. Failure to remit scheduled payments, at the County's option, may result in demand for immediate payment of balance due in full or immediate termination of this contract.

XVI. FINAL SETTLEMENT - AUDIT

Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal awards. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

XVII. SPECIAL REPORTS

Contractor agrees to submit reports as stipulated by the Director, ADS, together with monthly claims to the address listed below:

Department of Behavioral Health
Alcohol and Drug Services
700 East Gilbert Street
San Bernardino, CA 92415-0920
ATTENTION: ADS FISCAL CLERK

XVIII. DURATION AND TERMINATION

1. The term of this Agreement shall be from July 1, 2003 through June 30, 2006, inclusive.
2. This Agreement shall be terminated in writing immediately by the Director, with no prior notice, due to non-availability of funds under any appropriate State law or if the appropriate office of the State of California does not approve it as subject for reimbursement under the appropriate act or public law.
 - a. Either the Contractor or the Director may terminate the Agreement for any reason or no reason at any time by serving thirty (30) days' written notice upon the other party. It may likewise be terminated without thirty (30) days' notice by the mutual written concurrence of both the Contractor and Director.
 - b. The Director may terminate this contract immediately upon serving written notice to the Contractor if the Contractor is found to be in substantial noncompliance, as determined by the Director, with any or all of the terms of the contract. The Director may terminate this contract in the same manner when there are indications of fraud or misuse of funds by Contractor.
 - c. In the event Contractor terminates this contract, Contractor shall furnish the County, upon request, all client information and documents deemed necessary by the County to effect an orderly transfer to another facility for services, if such transfer becomes necessary.

XIX. FINAL CLAIM

In the event this Agreement is terminated, the last reimbursement claim will be submitted within ninety (90) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County will conduct a final audit of Contractor within the ninety (90) day period following the termination date, and final reimbursement to Contractor by County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement will be accepted after the ninetieth (90th) day following the date of contract termination.

XX. ASSIGNMENT

1. This contract shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
2. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXI. CONCLUSION

1. This Agreement, consisting of twenty-four (24) pages, Schedule A, and Addenda A-1 through A-6 inclusive, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions and benefits.
2. In Witness Whereof, Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, the month and year first above written.

----- END OF AGREEMENT -----

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Hi-Desert Mental Health Center, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 309 E. Mountain View, Suite 100
Barstow, CA 92311

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keved Bv

SCHEDULE A

PROVIDER NAME AND NUMBER

HIGH DESERT MENTAL HEALTH - BARSTOW - 3616

SERVICE MODALITY

OUTPATIENT

FISCAL YEAR

2003-2004

Funding Source and Service Modality	Net Contract Amount	Service Hours	Treatment Slots	Individual Units	Group Units
Medi-Cal and Block Grant					
*Outpatient Treatment	\$45,357	1,348	31	745	4,069
Case Management	\$13,068	388			
Co-Occurring Treatment					
Co-Occur. Case Manage.					
Perinatal Day Treatment					
Perinatal Case Management					
TOTAL	\$58,425	1,736	31	745	4,069
CalWORKS					
Outpatient Treatment	\$17,296	514	12	294	1,606
Case Management	\$5,765	171			
TOTAL	\$23,061	685	12	294	1,606
CPS					
Outpatient Treatment	\$18,448	548	13	314	1,713
Case Management	\$6,150	184			
TOTAL	\$24,598	732	13	314	1,713
Youth Services					
Outpatient Treatment					
Case Management					
TOTAL					
PSN					
Outpatient Treatment	\$14,989	445	11	254	1,392
Case Management	\$4,997	148			
TOTAL	\$19,986	594	11	254	1,392
SACPA					
Outpatient Treatment	\$33,822	1,005	18	431	2,355
TOTAL	\$33,822	1,005	18	431	2,355
GRAND TOTAL	\$159,892	4,752	85	2,038	11,135

*Drug Medi-Cal billable treatment services should receive priority reimbursement from this allocation with any remaining funds being made available for non-D/MC services.

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HIGH DESERT MENTAL HEALTH - BARSTOW - 3616

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SCHEDULE A

PROVIDER NAME AND NUMBER HIGH DESERT MENTAL HEALTH - VICTORVILLE - 3616

SERVICE MODALITY OUTPATIENT

FISCAL YEAR 2003-2004

Funding Source and Service Modality	Net Contract Amount	Service Hours	Treatment Slots	Individual Units	Group Units
Medi-Cal and Block Grant					
*Outpatient Treatment	\$57,940	1,872	49	924	6,326
Case Management	\$16,647	538			
Co-Occurring Treatment					
Co-Occur. Case Management					
Perinatal Day Treatment					
Perinatal Case Management					
TOTAL	\$74,587	2,410	49	924	6,326
CalWORKS					
Outpatient Treatment	\$22,032	712	19	364	2,492
Case Management	\$7,344	237			
CalWORKS TOTAL	\$29,376	949	19	364	2,492
CPS					
Outpatient Treatment	\$23,501	759	20	388	2,658
Case Management	\$7,834	254			
TOTAL	\$31,335	1,013	20	388	2,658
Youth Services					
Outpatient Treatment					
Case Management					
TOTAL					
PSN					
Outpatient Treatment	\$19,095	617	17	316	2,159
Case Management	\$6,365	206			
TOTAL	\$25,460	823	17	316	2,159
SACPA					
Outpatient Treatment	\$43,085	1,392	28	534	3,654
SACPA TOTAL	\$43,085	1,392	28	534	3,654
GRAND TOTAL	\$203,843	6,587	133	2,526	17,289

*Drug Medi-Cal billable treatment services should receive priority reimbursement from this allocation with any remaining funds being made available for non-D/MC services.

SCHEDULE A

PROVIDER NAME AND NUMBER	HIGH DESERT MENTAL HEALTH - VICTORVILLE - 3616
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FISCAL YEAR	2004-2005

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AGREEMENT FOR FEDERAL BLOCK GRANT

CONTRACTOR NAME: HI-DESERT MENTAL HEALTH CENTER, INC.

The following modes of service are funded with Federal Block Grant funds:

- Outpatient
- Case Management

SPECIAL PROVISIONS FOR FEDERAL FUNDED PROGRAMS

1. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
2. Contractor when serving intravenous drug users (IDU's) shall do outreach activities for the purpose of encouraging individuals in need of treatment for drug and/or alcohol abuse to undergo such treatment.
3. Contractor when treating IDU's agrees to admit, on a priority basis, HIV - positive individuals and to advise all individuals seeking treatment of the priority. Individuals seeking treatment shall not, however, be required to disclose whether they are HIV - positive.
4. The Contractor agrees to give preferences in admission for treatment to pregnant women seeking, or referred for, services and who would benefit from them. In the event of insufficient capacity in a facility, the Contractor shall: refer pregnant women to another program with an available treatment slot; or provide interim services within 48 hours of initial request until treatment becomes available.
5. The Contractor agrees to ensure that, to the maximum extent practicable, each individual who requests and is in need of treatment for drug abuse is admitted to a program within 14 days after making the request. If placement cannot occur within 14 days of the request, the Contractor agrees to ensure that: interim services will be made available within 48 hours of the request; and, placement will occur within 120 days of the request.
6. The Contractor agrees to ensure that directly, or through arrangement with another agency, routine tuberculosis services are made available to each individual receiving treatment. If an individual is denied admission due to lack of capacity, the individual will be referred to another provider of tuberculosis services. Tuberculosis services consist of counseling, testing, and treatment.
7. The Contractor agrees that data will be maintained re: interim services, TB, pre-/post-test results, and HIV services. A report which will include aggregate data will

be filed with the County Alcohol and Drug Services (ADS) and State ADP monthly.

8. The Contractor agrees to report information regarding program capacity and waiting list by submitting a Drug Abuse Treatment Access Report (DATAR) to the California State Department of Alcohol and Drug Programs and the County ADS monthly.
9. The Contractor agrees to comply with all County/Provider Block Grant Re-authorization Guidelines.

---END OF ADDENDUM---

AGREEMENT FOR OUTPATIENT SERVICES

CONTRACTOR NAME: HI-DESERT MENTAL HEALTH CENTER, INC.

A. The Contractor shall provide outpatient drug-free services as defined herein to San Bernardino County residents.

B. FACILITY LOCATIONS:

The Contractor shall provide the above services in and from the following address(es):

309 E. Mountain View, Ste 100
Barstow, CA 92311

15547 Anacapa Rd, Ste 104
Victorville, CA 92392

C. SERVICE DESCRIPTION:

The Contractor shall provide outpatient drug-free services in accordance with the following description:

- (1) The San Bernardino County Department of Behavioral Health, Alcohol and Drug Services has implemented a coordinated network of substance abuse prevention, treatment and recovery services which are provided through contractors. Each contractor agrees that every effort shall be made to make all services available through the coordinated network including its various levels of care: prevention, residential social model, detoxification, outpatient, intensive outpatient, residential, intensive residential, and methadone maintenance.
- (2) Each contractor further agrees to provide all potential clients access to this network of services and system of care through a consistent evaluation process and computerized system-wide management information system.

D. SPECIFIC RESPONSIBILITIES:

- (1) Outpatient drug-free services are designed to achieve progressive changes in an individual's thinking and alcohol or other drug using behavior in order to prevent relapse. To accomplish this, the service must address major lifestyle, family, attitudinal and behavior issues which can undermine the goals of treatment or inhibit the individual's ability to cope with major life tasks without the non-medical use of psychoactive substances. Such outpatient care involves regular contact with the client for a period of time not to exceed six months to meet discharge criteria appropriate to this level of care.
- (2) Outpatient drug-free treatment service is provided in regularly scheduled face-to-face therapeutic sessions. Such services may include:

- a) individual counseling
 - b) group counseling
 - c) family counseling
 - d) long-term support for relapse prevention
(This includes what is traditionally known as continuing care or aftercare.)
- (3) Intensive outpatient treatment affords the client the opportunity to remain in his/her existing environment (e.g., social, vocational, familial) while still benefiting from a therapeutic structured program. It is a non-residential service consisting of multiple face-to-face therapeutic contacts per week for clients who cannot maintain stability over a 72-hour period.

E. SERVICE COORDINATION AND QUALITY ASSURANCE

Alcohol and Drug Services shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. The Contractor shall ensure that each client receives service at the appropriate level of care as determined by the Admission, Continued Stay and Discharge Criteria for the Continuum of Care of Substance Abusers published by SBCDBH Alcohol and Drug Services in November 1996, a copy of which has been provided to the Contractor. The Contractor may appeal any recommended service modality and/or level of care through the Authorization and Review Committee as further described in the above-mentioned November 1996 document.

- F. The Contractor shall establish day care habilitative services according to STANDARDS FOR DRUG ABUSE TREATMENT PROGRAMS, dated October 21, 1981, published by the State of California, Department of Alcohol and Drug Programs, and the ADS Manual for Contract Agencies, dated March 1994. The Contractor shall maintain accurate and adequate client records, including treatment plans, counseling notes, medical records, and other data affecting clients' treatment, according to standards identified therein. These documents will be retained for at least seven (7) years after clients have been discharged from the program.

--- END OF ADDENDUM ---

AGREEMENT FOR CASE MANAGEMENT SERVICES

CONTRACTOR NAME: HI-DESERT MENTAL HEALTH CENTER, INC.

Contractor shall:

Ensure that all necessary treatment and recovery activities and plans are enhanced and supported by the integration of other individual services which may include the evaluation of progress, assessment, monitoring of needs, outreach, community resource referrals and discharge planning.

---END OF ADDENDUM---

AGREEMENT FOR SPECIFIC SERVICES

Basic Services

Program Goals and Outcomes: The Oasis Substance Abuse Treatment Program mission is to provide effective, accessible and affordable substance abuse counseling, outpatient treatment, and educational services to individuals and groups within the community in order to improve the quality of life for individuals, their families, and the community in general. Outcome Measurements are provided in Attachment L.

A. Treatment/recovery methodology used by Oasis:

Treatment for substance abuse continues to evolve as more techniques are researched and applied. “Promising Strategies to Reduce Substance Abuse”, the September 2000 OJP Issues & Practices Report lists 12 current principles of effective treatment that have been identified by The National Institute on Drug Abuse and to which Oasis subscribes. These principles are as follows:

1. No single treatment is appropriate for all individuals;
2. Treatment needs to be readily available;
3. Effective treatment attends to multiple needs of the individual (such as medical, psychological, social, vocational, and legal problems);
4. Treatment and services plans must be assessed continually and modified as necessary to ensure that the plan meets the individual's changing needs;
5. Remaining in treatment for an adequate period of time is critical for treatment effectiveness;
6. Counseling (individual and/or group) and other behavioral therapies are critical components of effective treatment;
7. Addicted or drug-abusing individuals with coexisting mental disorders should have both disorders treated in an integrated way;
8. Medical detoxification is merely the first stage of addiction treatment and by itself does little to change long-term drug use;
9. Treatment does not need to be voluntary to be effective;
10. Possible drug use during treatment must be monitored continuously;
11. Treatment programs should provide information pertaining to HIV/AIDS and other infectious diseases, and counseling to help patients modify or change behaviors that place them or others at risk of infection; and
12. Recovery from drug addiction is a long-term process and frequently requires multiple episodes of treatment.

Oasis will include the following basic treatment components as well as enhanced services for four months and if necessary, by working with the client and the ADS Coordinator, extend that service up to six months. It will also provide aftercare for an additional time frame determined by the level at which the client completes the program. For instance, if the client has between 60-89 days clean and sober at discharge, he/she will be encouraged (required by some clients—Prop 36 for example) to attend 2 aftercare meetings per week for 30 days; then 3 per month for 5 months. At least one 12-Step

meeting per week is also encouraged/required. (See Levels of Completion in Attachment L.)

Materials and intervention strategies and techniques used will be from a variety of sources.

The backbone of the program, however, is the “Matrix Model of Individualized Intensive Outpatient Treatment” which has been extensively researched with results published in the professional literature (Rawson R.A., Obert, J.L., McCann, M.J., and Ling, W., The Matrix Model of Outpatient Treatment for Alcohol Use and Dependency. Beverly Hills, CA: The Matrix Center, Inc. 1991. Rawson, R.A., Obert, J.L., McCann, J.J., The Matrix Intensive Outpatient Program Therapist Manual. Los Angeles, CA: The Matrix Center, Inc., 1995. Huber, A., Ling, W., Shoptaw, S., Gulati, V., Brethen, P., Rawson, R., Integrating Treatments for Methamphetamine Abuse: A Psychosocial Perspective, Journal of Addictive Diseases, Volume 16, 1997. Gulati, V., Huber, A., Rawson, R., Brethen, P., Long Term Outcome After Multimodel Outpatient Treatment for Methamphetamine Dependency, Presented at Western Psychological Association, Albuquerque, New Mexico, 1998. Rawson, R.A., Obert, J.L., McCann, M.J., Weiner, A., The Matrix Intensive Outpatient Program: A 16-Week Program for the Treatment of Stimulant Abuse and Dependence Disorders. Los Angeles, CA. The Matrix Institute on Addictions, 1999. (See Appendix G for the core curriculum). Techniques utilizing Cognitive Behavioral Therapy and Rational Emotive Therapy as well as intervention strategies from Terence Gorski’s Model for Relapse Prevention and Gorski’s Model for Relapse Prevention for Criminal Offenders, the 12-Step Recovery Principals and Stephanie Covington’s Helping Women Recover provide additional support.

B. Substance abuse evaluation/client assessment:

In keeping with the principle of making treatment readily available, when the prospective client calls for help with a substance abuse problem, he/she is scheduled for an intake to take place within 48 hours. If the intake slots are full within that 48 hour period, a counselor calls the individual within 24 hours of first contact to talk about the upcoming process, to allay any initial fears and/or dispose of any second thoughts about getting help. If the prospective client is a pregnant woman, she is scheduled for an intake within 24 hours of first contact.

At the initial intake session, a bio-psycho-social assessment is conducted and the client is assessed for chemical dependency problems using the Addiction Severity Index (ASI) and/or other tools as selected by ADS. The assessment results, indicating the supports and barriers to recovery, are considered when designing each individual treatment plan.

The initial evaluation, coupled with the first 10 days of service, determine the initial level of intensity. Included in this assessment are the ASI indicators, frequency and intensity of drug use prior to admittance, attitude, cooperation and participation level. The client is requested to attend the first scheduled group session following their intake.

If the client meets the requirements for program admission as defined by Alcohol and Drug Services (ADS), the necessary forms are completed and signed.

C. Medical history, TB assessment and health questionnaire: These assessments are completed during the first face-to-face contact. They cover drug use, medical conditions and complications, history of DT’s, alcoholic seizures, convulsions among other

items. If the client is Medi-Cal eligible, a physical examination or a waiver of physical examination is requested. Clients are referred promptly for medical or psychiatric evaluation when deemed appropriate by staff. See Appendix K for Medical History, TB Assessment, & Health Questionnaire).

D. **Individualized treatment planning**: The Counselor and the client develop an individualized treatment plan together within 10 days of first face-to-face contact. During this treatment-planning phase of the intake process, the Counselor will assign the client to one of the intensity levels discussed below. The level will be determined based on the client's clinically determined need. Frequency and length of alcohol/drug use, relapse history, single or multiple substance use, clean/sober time, and presence and severity of mental disorders will all be taken into consideration. If necessary, each of the levels can be further intensified by increasing the number of weekly group sessions. The levels can also be modified based on the client's ongoing compliance with the treatment plan and overall recovery progress. Justification for services beyond the 4-month regimen will be submitted to ADS for pre-approval. The primary counselor reviews the treatment plans at least every 30 days or more often if warranted and are revised as necessary to reflect the most current status of the client. The Clinical Director also reviews the treatment plans at the beginning of the episode and at least every 90 days thereafter, more often for "at risk" cases.

Outpatient Level One: Duration 4 Months

1 Month – Bi-weekly individual sessions, 3 weekly group sessions, weekly participation in at least one scheduled self-help activity, & random drug testing.

3 months – 2 weekly group sessions, weekly participation in at least 1 scheduled self-help activity, 1 case management contact per month, & random drug testing. Employment counseling would also be provided during this time frame as needed.

Outpatient Level Two: Duration 4 Months

2 Months – Bi-weekly individual sessions, 3 weekly group sessions, weekly participation in at least one scheduled self-help activity, & random drug testing.

2 Months – 2 weekly group sessions, weekly participation in at least one scheduled self-help activity, 1 case management contact per month, & random drug testing. Employment counseling would also be provided during this time frame as needed.

Outpatient Level Three: Duration 4 Months

2 Months – Weekly individual sessions, 3 weekly group sessions, weekly participation in at least one scheduled self-help activity, & random drug testing.

2 Months – Bi-weekly individual sessions, 2 weekly group sessions, weekly participation in at least one scheduled self-help activity, 1 case management contact per month & random drug testing. Employment counseling would also be provided during this time frame as needed.

Outpatient Level Four: Duration 4 Months

Outpatient services following a completed Residential Treatment episode:

1 Month – 1 individual session, 1 weekly group sessions (if 90 day residential), weekly participation in at least one scheduled self-help activity, & random drug testing.

3 Months – Bi-weekly group sessions, weekly participation in at least one scheduled self-help activity, 1 case management contact per month, & random drug testing. Employment counseling would also be provided during this time frame as needed.

Oasis Counseling Centers has developed a comprehensive individual treatment plan (copy attached in Attachment K) that addresses the major life areas possibly affected by the client's alcohol/drug use including: alcohol/drug use, stress, relapse prevention, behavior change, medical/physical issues, emotional and behavioral stability, legal problems, social/environmental problems, educational/occupational issues, housing/economic problems, and spiritual issues. This treatment plan format has been in use for about 6 months and is proving very effective in planning an individual's treatment with the client.

A one-hour session is scheduled within 10 days of the initial intake assessment to develop the Plan with the client. The multiple needs of the client are taken into consideration when developing the treatment approach. This may include referrals to outside or other Oasis programs for medical assessments, job training, parental training, and/or legal issues, etc.

It may also include treating a co-existing mental disorder through Oasis' individual and family therapists. The treatment plan is reviewed at least every 30 days and modified as the client's needs change or further information is revealed. The client is an active participant in this process during the entire treatment episode.

The on-going Outcome Measurements (see Attachment L for copy of Outcome Measurement Protocol) are used to monitor the client's readiness for less intensive and self-help service continually during the treatment phase of the program and just prior to discharge as well. Frequency and length of alcohol/drug use, relapse history, single or multiple substance use, clean/sober time, and presence and severity of mental disorders are also taken into consideration.

E. Mental health counseling: The initial assessment conducted by the primary counselor along with subsequent client contacts determine the need for mental health counseling. If appropriate and needed, this counseling is part of the treatment plan. (See Attachment B-2 for Co-occurring Treatment Services.)

F. Self-help activities: Clients are encouraged/required to attend at least 1 self-help activity per week depending on their treatment plan and the referral source. This may include NA/AA meetings, church/spiritual support groups, and/or any other activity the client finds supportive and helpful in recovery. 12-Step Recovery principles are presented throughout the outpatient treatment and aftercare program. Staff advocates the use of 12-step groups and teaches the basic tenets of the program but clients are also encouraged to investigate other self-help systems such as spiritual practices, religious groups, and independent study groups using applicable concepts.

G. Individual counseling: Using the social model the Oasis focus, both in the individual and the group sessions, is on recovery issues and relapse prevention. In addition to alcohol/drug use, the areas in a client's life that are addressed are: physical, emotional, financial, vocational, legal, psychological, mental, relational, and spiritual. These sessions are scheduled according to the assigned Level of Intensity and conducted to work with the client on various issues noted on the treatment plan. Individual sessions are 50 minutes in duration.

H. **Social model recovery-focused counseling:** One of the goals of the social recovery model is to guide the individual toward a healthier, more satisfying and socially responsible life. The areas included in this model are physical, emotional, mental, psychological, and spiritual and all are addressed in the recovery groups and individual sessions. Included in this model are recreational activities and peer-group oriented activities. Information is provided about obtaining health, social, vocational, and other community services. The emphasis is on learning through experiencing.

I. **Process groups:** The process group component of the treatment module is coupled with the educational group sessions. This arrangement helps the client by making the information relevant to the clients' life. Processing may include how individuals within the group deal with the subjects presented in the educational portion and/or other individual issues pertinent to their recovery. Group sessions provide interactions designed to encourage identification and resolution of alcohol and drug related problems and support for positive changes in lifestyle that lead to recovery. Using the social model, the Oasis focus, both in the individual and the group sessions, is on recovery issues and relapse prevention. Group sessions are 90 minutes in duration. Oasis currently conducts 7 process/educational groups weekly in Barstow and can easily expand that frequency if needed. Since Oasis does not currently serve ADS clients in the Victorville area, it is difficult to project the number of clients that will be referred to Oasis. The amount of groups scheduled in Victorville, however, will be consistent with the amount of groups in Barstow, given the same amount of clients.

J. **Substance abuse education groups:** The educational portion of group sessions is generally at the beginning of each group and covers an item from the curriculum (summary of curriculum included as Attachment G). Information on alcoholism and drug abuse and associated issues are presented. These sessions implement the didactic and experiential component of the program and present the following: alcohol and other drug information, problem solving, decision-making, coping, stress management, communication skills, self-esteem building, concepts of early recovery, adaptive mechanisms, independent living skills, relapse prevention, identifying and expressing feelings, and employability behaviors. There are currently 7 process/educational groups weekly and can easily be expanded if needed. Since Oasis does not currently serve ADS clients in the Victorville area, it is difficult to project the number of clients that will be referred to Oasis. The amount of groups scheduled in Victorville, however, will be consistent with the amount of groups in Barstow, given the same amount of clients.

K. **Family counseling:** As stated in the introduction to Attachment B-1, Oasis believes that effective treatment attends to multiple needs of the individual. Family counseling is conducted if it is deemed necessary for the recovery process. Referral of family members or significant others to appropriate support groups (i.e., Al-Anon, Co-dependents Anonymous, etc.) is also a part of the multiple treatment approach. Oasis will offer a multi-family group as well as individual family counseling for clients and their families that will extend into the aftercare process as well.

L. **Linkage to vocational and literacy training:** The assessment and treatment-planning portion of the treatment process as well as the on-going client contact draw attention to the necessity and appropriateness of vocational and/or literacy training. Our local adult schools provide help in the areas of literacy and high school diploma/GED to the

client and will provide vocational training as well. Both of these programs are provided at no cost to clients. Oasis will provide a referral as requested or needed.

M. **Collateral services:** As mentioned above in the family counseling, Oasis includes the family by providing collateral or conjoint sessions. They are designed to address co-dependency issues, adjustments to change and specific family needs such as family planning, housing, employment, food, and childcare.

N. **Linkages to other substance abuse providers and other community resources:**

Oasis keeps current on services provided by other DBH Alcohol and Drug providers as well as services offered by other community resource providers. Oasis works with other community resources such as Public Health, Social Services, Sober Living, vocational, and employment development on an ongoing basis and will continue to do so in order to support the clients' transition from outpatient to other recovery services and/or independent living. Whenever necessary or appropriate, clients are referred to community resources for additional support. This might include JESD, Adult Education and EDD in regards to training and employment. Oasis provides individual and group sessions to address Anger Management, Parenting, Domestic Violence, Child Abuse, and other areas identified on the ITP. Oasis refers clients to Public Health and Dr. Mike's Walk-In Clinic, a local physician who accepts Medi-Cal clients and others on a sliding scale for physical health issues. Oasis refers to a local Public Defender, Scott Seeley, who provides legal aid assistance, and to Oasis House, a local sober living facility for clients interested in living in an alcohol/drug free environment. See the following "collaboration with other stakeholders" for a partial list of resources and what they provide and Attachment M for a complete listing of referrals.

O. **Collaboration with other stakeholders:** Oasis has been collaborating with other community stakeholders and will continue to do so. These include the clients' families, the Courts, Probation, Parole, area employers, various social service agencies, Public Health, area educational providers, sober living, and local businesses in order to assist clients in their recovery and in re-establishing a drug-free lifestyle. Following is a list of some of the local resources and stakeholders with which Oasis collaborates. The complete referral list is provided in Attachment M.

1. **Barstow Counseling and Mental Health Center:** Contact information: Mary Lopez, 805 E. Mt. View, 760-256-5026. They provide consultation and help with clients requiring medications.

2. **Victor Valley Behavioral Health Center:** Contact information: Al Wormwood, 12625 Hesperia Road, 760-955-1777. They provide consultation and help with clients requiring medications and also work with Oasis on Prop 36 referrals.

3. **CalWORKs and Jobs and Employment Services Department (JESD):** Contact information in Barstow: Martha Abeyta, 1300 E. Mt. View, 760-256-4352. Contact information in Victorville: Ann Ray, 18422 Bear Valley Road, and 951-3448. A JESD representative teaches a class at the Oasis Bonding Center and Oasis refers clients to JESD for employment services. An Oasis Staff member provides chemical dependency information at the CalWORKs orientations in Barstow 4 times a week and will provide a similar service in Victorville.

4. **Adult Education & ROP**: Contact information in Barstow: Nancy Wilcox or Staci Welsch, 1st & Campus Way, 760-255-6146. Contact information in Victorville: Joanne Elfwine, 16350 Mojave Drive, 760-955-3200 x271. Oasis staff is in regular contact regarding current classes and schedules. It refers clients to various services offered within both programs including GED/High School Diploma and various vocational training programs. See the current Schedule for Barstow in Appendix G for example.
5. **Adult Literacy – Barstow Library**: Contact information: Kathy Byrd, 304 E. Buena Vista, 760-256-4847. They provide literacy training for our clients.
6. **Adult Literacy – Victorville Library**: Contact information: Suzanne Oliver, 15011 Circle Drive, 245-4222. They will provide literacy training for our clients.
7. **Barstow Community College (BCC)**: Contact information: Debbie Faulkenberry for the Chemical Dependency Program, and Paul de Dios for programs for disadvantaged students, 2700 Barstow Road, 760-835-6044. Appropriate clients are encouraged to investigate pursuing educational opportunities and personal interests at the College. BCC offers financial assistance to low income and other disadvantaged students. They will assign a counselor to work with Oasis clients to assist in the matriculation process. Jeff Foster, the Oasis Clinical Director, has been asked to teach at least one of the classes in the Chemical Dependency Program in the Fall.
8. **Victor Valley Community College (VVCC)**: Contact information: One Stop Center, Registrar, 18422 Bear Valley Road, 760-245-4271. They also provide services for disadvantaged students and are willing to work with Oasis clients on an individual basis in relation to career counseling, admission, and financial aid.
9. **Employment Development Department**: Contact information in Barstow: Terri Miller, 2700 Barstow Road, 760-252-2878. Contact information in Victorville: Cindy Espindola, 15419 Cholame, 760-241-1682. The local representative at EDD in Barstow, Terri Miller, has agreed to meet with Oasis clients and offer guidance where appropriate. EDD has agreed to participate in the series of classes designed by Oasis and Parole for the community.
10. **Oasis House – A sober living facility**: Contact information: Larry Shook, 300 South 1st Avenue, 760-255-3857. Oasis Counseling Centers maintains a close working relationship with this sober living facility. Clients are frequently cross-referred.
11. **Desert Manna – a homeless shelter**: Contact information: Emma Gross, 209 N. 1st Avenue, 256-7797. Substance Abuse clients are frequently referred to the Barstow Homeless Shelter for shelter and food commodities. Oasis provides drug testing for their employees and clients.
12. **High Desert Homeless Shelter**: Contact information: Stacy Martin, 14049 Amargosa Road, Victorville, 760-245-5991. Oasis will no doubt refer substance abuse clients to this shelter for temporary assistance with shelter and food.

13. **Haley House** – a domestic violence shelter: Contact information: Peggy Fries, 256-3441. Oasis substance abuse clients are frequently referred to the domestic violence shelter.

14. **High Desert Domestic Violence**: Contact information: Carrie Oliver, 17100 Bear Valley Road, Victorville, 760-843-0701. Oasis will refer substance clients to this shelter for assistance in domestic violence situations.

15. **Dr. Mike's Walk-In Clinic**: Contact information: Dr. Mike, 750 E. Main, Barstow, 760-256-6426. Dr. Mike accepts clients on a sliding scale basis.

16. **Barstow Community Hospital**: Contact information: 555 S 7th Street, Barstow. Oasis refers clients to the hospital for medical services and the hospital refers clients to Oasis for substance abuse treatment. A representative from the hospital also provides CPR training for the Oasis staff.

17. **Alcohol and drug treatment programs**: Oasis works with programs such as St. John of God's in Victorville for detox and residential programs, High Desert Center in Victorville for referrals to PC1000 program and treatment programs, and also works with Barstow Community Counseling and Victor Valley Behavioral Health Center for assistance with co-occurring clients medication needs as well as Proposition 36 clients.

18. **Law enforcement**: Oasis maintains a solid working relationship with law enforcement including the police, probation, and parole. For instance, the Barstow police and CHP are heavily involved with the Oasis "Every 15 Minutes" Substance Abuse Prevention Program. Oasis works with Probation and Parole on a variety of programs including substance abuse, domestic violence, child abuse, sex offenders, and parenting. Parole Agent Dios Munson, in conjunction with Oasis, is currently designing a series of no-cost group sessions for parolees (many of whom are substance abusers) and other community members. Group subjects include anger management, basic money management, drug awareness and implications, area resources, and educational/vocational assessment.

19. **Schools**: Contact information for Barstow High School: Maurine Carlton & Ron Wood, Vice Principals, Kathy Brandt & Michelle Lopez, Counselors, 430 S. 1st Avenue, 255-6124. Oasis works with the Barstow high schools in relationship to substance abuse prevention and outreach. Currently, for example, Oasis sponsors an on-campus S.O.B.E.R. club that has 102 active members. It is the largest club on campus. David Wishnewskey, the Oasis Director for Prevention is also facilitating two support groups at the Barstow High School. All students with substance abuse issues and behavioral problems are either referred to one of these groups or to the Barstow Oasis Counseling site. Oasis will work with the Victorville schools in outreach programs as well.

20. **Public Health**: Contact information in Barstow: Tammy Stoner-Niedert, 303 E. Mt. View, 760-256-4718. Contact information in Victorville: Kristy Coutts, 16453 Bear Valley Road, 760-956-4400. Oasis refers clients for TB, HIV, Pap smears, pregnancy testing, and birth control. A representative from Public Health also teaches a class at the Oasis Bonding Center, a program for mothers and their children, including recognition of

substance abuse problems.

P. **Case management**: Oasis provides case management services for its clients in both the treatment phase and the aftercare phase. This includes monitoring progress, making and following up on referrals, communication with other stakeholders regarding the client in support of the client's smooth transition from outpatient treatment to other recovery services and/or independent living. Case management also includes referring to literacy and vocational training and helping with employment skills such as interviewing, job retention, completing applications. Sometimes case management even includes helping clients get their drivers license or their social security cards. Oasis provides the appropriate level of case management for the individual needs.

Q. **Crisis intervention**: Oasis provides a 24-hour crisis line for the program clients and for the community's use after hours. The crisis phone numbers are provided to the caller whenever voice mail is activated. 911 is provided as the medical, fire & environmental disaster number and the Oasis crisis number, manned by an MFT or MSW are provided for mental health crises. This service is often used by Oasis clients and is one of the reasons the Oasis treatment and aftercare program is so successful. In addition to the Crisis Hot Line, Oasis works with clients face-to-face in crisis intervention situations in order to mitigate the relapse potential.

R. **Vocational counseling and job retention training**: All clients in Barstow and Victorville with employment needs itemized on their treatment plan will be scheduled to attend a monthly vocational counseling and job retention group session, facilitated by Judy Calvin, who has a Masters Degree in Counseling with a specialty in Career Counseling. Included in these sessions will be: skill assessment, goal setting, resume preparation, filling out applications, interviewing skills, job retention concepts, and referrals for vocational training. Through these sessions, Oasis will also provide referrals to EDD and CalWORKs/JESD for employment assistance, Adult Education for literacy and GED preparation, Barstow Community College and ROP for vocational training and further education. Oasis also has access to employment opportunities at Fort Irwin that hire chemical dependents in recovery and have placed many individuals there over the course of the past 2 years.

S. **Relapse prevention**: Relapse prevention is addressed throughout the treatment program formally as well as in on-going discussions in individual and group sessions and in aftercare activities. In order to remain in the Oasis program, the client's ultimate goal must be to become drug/alcohol free. As with all chronic illnesses, relapse is a possibility and if one occurs, it is handled as part of the recovery and treatment planning process with total abstinence as the goal. Sanctions might include working more heavily with Probation or Parole (if applicable), changing the treatment plan to reflect a higher level of intensity, or termination from the program as a last resort. T. Gorski's work on relapse prevention is drawn on heavily throughout the program. There are 50 pages of handouts on relapse prevention in the Matrix curriculum as well.

T. **Recovery discharge planning and aftercare services**: One of the key factors that enhance treatment effectiveness is a comprehensive aftercare plan. Recovery discharge and aftercare planning begin approximately 30 days prior to scheduled discharge and are

prepared with active client participation. The level of completion is taken into consideration when developing this plan (see description of levels in Attachment L). Other factors addressed are the overall compliance with the treatment plan, attitude, and self-help activities in which the client is engaged. The focus during the treatment phase of the Oasis program is on recovery and relapse prevention. Aftercare services continues to focus on relapse prevention and middle to late recovery principles. Following up with the clients are also part of the plan.

Aftercare services include on-going group counseling, family skills training, and vocational training. It might also include: family reunification services, fourth step help, sober social experiences, or a stay in the Oasis Bonding Center for pregnant women or women with young children. It is also important that individuals in treatment and after treatment receive supplemental support through an appropriate 12-step program. This assists in offering new opportunities to make alcohol/drug free friends and helps promote other lifestyle and behavioral changes. See Attachment B-3 for a description of enhanced services offered during the Aftercare phase.

U. **Alcohol and Other Drug Testing:** All clients are randomly drug tested (using a five-panel test) with testing done immediately when active alcohol/drug use is suspected. Oasis provides an alcohol/drug free environment and active use is not allowed on the premises. The frequency of testing is based on client needs as documented in the initial treatment plan and the client's progress in recovery. Oasis clients also self-report on sober/clean time during the group process. Oasis provides alcohol and other drug testing for program clients on premises with laboratory assistance on positive and inconclusive results. Oasis will continue to use Redwood Laboratory for this service. Oasis uses positive incentives whenever possible for clean tests. This might include pizza parties or popcorn and a movie for clean weeks.

V. **Plan for transition of clients to another ADP certified facility for services:** Oasis refers clients to other ADP certified facilities when higher-level services or out of the area services are required. In the event of program or contract termination, Oasis will provide copies of client information as required to the appropriate County personnel and to the provider closest to the client's home. An Oasis representative would work directly with the provider and the client to facilitate a smooth transition.

W. **ADA Compliance:** As required in the Disabilities Act of 1990, Oasis provides accommodation for all persons with disabilities. Oasis does not discriminate on the basis of disability in employment nor in the provision of services. Oasis provides equal opportunity benefit from the full range of employment-related opportunities available to others including recruitment, hiring, promotions, training, pay, and social activities. Oasis makes more than reasonable accommodation to the known physical or mental limitations of otherwise qualified individuals with disabilities and to clients. There are no physical barriers in accessing services at Oasis. The Oasis facilities are on the first floor and totally wheelchair accessible including the bathroom facilities. Oasis has two employees in wheelchairs, one blind employee and many disabled clients and they all enjoy the same level of respect and access to employment benefits and services as the fully ambulatory and the sighted employees.

X. **Projected number of clients:** The client level in Barstow is expected to remain at about the same level as this year. Oasis in Barstow is currently treating approximately 70

substance abuse clients on the 6-month, less intensive model. With the increase in intensity level proposed by ADS, Barstow will need to increase the counseling staff slightly (1/2 counselor) to accommodate the increase in client contact. The budget reflects that change. Victorville can also effectively treat 70 clients with the current staff and an additional administrative support person and one counselor. An additional 60-75 clients could be treated in each facility with an increase of 1 counselor per 30-40 clients and 1 additional administrative support person per facility per 70 clients.

Y. **Client/staff ratio:** Oasis can effectively manage between 30 and 40 clients per counselor. The addition of a large number of clients with co-occurring problems would reduce the ratio to between 20-30.

Z. **Plan for delivery of culturally appropriate and bilingual services:** Oasis has been delivering culturally appropriate services to the various Hispanic, African American, and Caucasian cultural communities for 30 years but is constantly revising the curriculum and approaches to better fulfill the needs of clients from other cultures. It is impossible to be totally sensitive to all nuances of all cultures, even one's own culture, but every attempt is made.

One of the methods is to ask the client representatives from the various cultures to help the other group members understand aspects of their cultural background. This also helps teach respect and tolerance. Our staff is encouraged to attend workshops and stay current with the literature on culturally appropriate treatment and includes in-service sessions on cultural and ethnic sensitivity. (See Attachment C for Current In-Service List). These in-service sessions focus on teaching how race, language, gender, sexual orientation, culture, traditions, etc. can impact the efficacy of the substance abuse program on individual clients.

Oasis employs bi-lingual (Spanish) staff as well as an array of religious, racial, recovering, and physically challenged individuals. The Oasis organization has an excellent track record of staffing for the delivery of ethnic diversity cultural competence and linguistically appropriate services. The current racial/ethnic composition in all Oasis facilities combined is: 30% African American, 38% Caucasian, 20% Hispanic, 4% Japanese, 4% American Indian, and 4% Philippino. The staff enjoys teaching and learning from each other and from clients about specific cultural issues. Many of the staff members have earned Master's Degrees and cultural competency is accented in current graduate work and continuing education. Oasis prides itself in providing counseling services appropriate to the individuals served.

Oasis is in the process of developing a team that will focus on the needs of the various cultural representatives within the community as a whole and the current client population in particular. This is being done because Oasis believes in serving the cultural/ethnic/racial needs of the clients it serves and also because it wants to be in compliance with State, County, and Medi-Cal requirements.

The communication needs of the Spanish-speaking community and other non-English speakers will be addressed by the bi-lingual substance abuse facilitator currently being recruited and with the help of translator services when needed. Oasis currently holds Domestic Violence and Anger Management groups in Spanish.

Co-Occurring Services

Co-Occurring Substance Abuse and Mental Health Disorders

Introduction: The Basic Services noted in Attachment B-1 apply to the Co-Occurring population as well, in most respects; there are some differences, however, that are outlined below. In addition, there are some interventions and strategies that are unique to the dual diagnosis clients.

A. Oasis will demonstrate an ability to remove the barriers to substance abuse treatment systems for most individuals with mental health disorders including adults and youth. It is able to treat both the chemical dependence issues and the mental health conditions in an integrated fashion.

1. **Access to comprehensive integrated treatment at Oasis and the community level:** Oasis employs clinicians (Jeff Foster, Arturo Espinoza, Gene Dawson and Marianne Grant) qualified to diagnose and treat mental health disorders and has a psychiatrist (Dr. Brooks) on staff that can provide medication evaluations and a General Practitioner (Dr. Basa) that can provide physical medical services. Clients can also receive medication evaluations at the close by Barstow and the Victorville County Clinics and physical medical services at Dr. Mike's Walk-In-Clinic.
2. **Treatment services promote the integration of mental health and substance abuse services:** The treatment services at Oasis Counseling are specifically responsive to the needs of persons with co-occurring disorders. Oasis provides individual and group treatment services and is in the process of initiating a 12-step based dual diagnosis support group at the Barstow site. The Victorville site will initiate similar services.
3. **Longitudinal perspective:** In addition to the basic services offered to all substance abuse clients including those with co-occurring issues, Oasis offers more focused services for the dual diagnosis clients like:
 - a. Smaller group size (average 4-10)
 - b. Shorter group sessions (generally 1 hour)
 - c. More individual sessions if not able to benefit from group sessions
 - d. Medication evaluations at least every 30 days, medication education groups for clients and family members
 - e. Relapse evaluations and possible inpatient stabilizations
 - f. Arrangements with the Behavioral Units at Victor Valley Community Hospital, Arrowhead Regional Medical Center and Loma Linda when detox, behavior and medication stabilization are required. The Behavioral Unit at Victor Valley Community Hospital offers day treatment and partial hospital programs.
 - g. Case management includes assisting with SSI applications, housing problems, and other life issues.
 - h. Discharge planning includes required psychiatric care and continued dual diagnosis support group attendance at Oasis or other agency.
 - i. Longer and more intense continued support in aftercare. Aftercare is open ended and available two times per week.

- j. Oasis offers continued support across the stages of treatment and recovery including relapse episodes. Oasis understands that treatment and recovery are “not linear for this population and that relapse is an inherent characteristic of chronic, episodic disorders, and is an expected feature in recovery from serious mental illnesses and substance abuse disorders”.
 - 4. **Treatments that are relevant and sensitive across culture, ethnicity, and gender.** As noted in the Basic Services attachment B-1, Oasis is cognizant of the issues involved with treating the individual including issues of culture, ethnicity, gender, handicap, language, etc. (See Attachment B-1, point Z for a full discussion on this topic.)
 - 5. **Development and use of the therapeutic alliance to foster client engagement in the treatment process, client consistency in treatment, and positive outcomes:** As with all Oasis clients, dual diagnosis clients are treated with respect and actively participate in the treatment process. In-depth psychotherapy has marginal application for this population; dual diagnosis clients generally respond to a pragmatic approach to treatment. A practical approach will be used to address their immediate concerns regarding real-life issues, such as money management, nutrition, activity planning to avoid stress, behavioral interventions, working with the family, crisis management, and provide continued and on-going support in carrying out behavioral plans. This population also able to access crisis counseling quickly at Oasis through the 24-hour Crisis Hot Line.
- B. **6 months of treatment with the following standards:**
- 1. 3-months of weekly individual sessions (4 per month) and weekly group sessions (4 per month)
 - 2. 3 months of 2 individual sessions and 2 group sessions per month
 - 3. 1 month of case management contact per month.
- C. **Staffing pattern:** The client to therapist ratio for therapists with dual diagnosis clients is less than with substance use only clients. It can range from 20-25 depending on the severity of the disorders. See Attachment C for qualifications of staff. Oasis will staff appropriately if additional dual diagnosis clients are referred to the substance abuse program. Currently Jeff Foster, Marianne Grant and Dr. Gene Dawson are fully qualified to handle both the substance abuse issues and the mental disorder issues with Arturo Espinoza qualified in the area of mental disorders. Dr. Brooks is on staff for the psychiatric/medication portion of the treatment and Dr. Basa is available for other medical services.

Enhanced Services

Introduction: All of the following enhanced services (with the exception of classes in Oasis's auxiliary programs such as Anger Management and Parenting) are provided free of cost to ADS and/or the client.

- A. **Women and Children:** Oasis provides specialty services for pregnant women or women with young children (under age 5) through the Oasis Bonding Center, another

program offered by Oasis Counseling Center. This Center is currently being funded by the First Five Commission of San Bernardino County to support the needs of this population of women with services such as: parenting skills, nutritional education for mother and children, bonding and attachment skills, child development education, relationship development, and maladaptive issues such as domestic violence, child abuse, and substance abuse recognition/screening. Spouses and/or significant others are also an integral part of this program. The services are free to ADS clients. Through an aggressive outreach program to the area OB/GYN doctors, Oasis is also ready to start a support group for pregnant women and women of young children.

- B. **Higher, More Intense Level:** Oasis provides a more intense level of the basic services proposed by ADS. Many of our program clients (in particular Parole Prop 36 clients) require a much higher level of outpatient service when residential services are not available or an option for some reason. This higher level can generally be accomplished by increasing the number of client contacts and self-help activities.
- C. **NA Meeting on Site:** Oasis has launched a weekly NA meeting for program participants and the community. One of the complaints in the Barstow area is that the NA meetings are not places that offer “good recovery”. The Oasis NA meeting is closely monitored for safety issues and an Oasis staff member will be on the premises at all times when the meeting is in progress. Victorville NA meetings have a better reputation but if necessary, Oasis will start an NA meeting on the Victorville premises as well.
- D. **Crisis Hot Line:** Oasis offers a Crisis Hot Line for clients and the community after hours. It is staffed by a qualified clinician who can appropriately de-escalate crisis situations.
- E. **Flexible and Convenient Groups:** Oasis offers a flexible schedule of treatment group opportunities for clients with sessions in the morning, afternoon, and evening hours. There are currently 7 adult treatment, 1 youth treatment and 2 adult aftercare groups and Oasis will add more as necessary for the more intense program being proposed. Groups at Oasis are open-ended and clients are not assigned to a particular group. As long as the clients attend the required number of weekly sessions, they are allowed to attend any groups that fit in with their schedule. Aftercare clients are invited to “drop in” treatment groups as their recovery and inclination indicate. This benefits those in the treatment phase with an alumni perspective on experience, strength and hope and offers support to the aftercare clients as well.
- F. **Family Services:** Oasis believes in the family and offers treatment services for adolescents and adults. The Multi-Family Group helps treat the whole family as a system and allows multiple families to work together to solve common problems and build a community bond.
- G. **Ministerial Fourth Step:** Oasis will offer a program for ministers and other trusted volunteers to listen to clients’ 4th Step as requested. The Oasis staff will coordinate the schedules as well as provide a confidential space. Some of the churches interested in providing this service in the Barstow and Victorville area are the: Free Methodist Church at 800 S. Yucca Avenue in Barstow, the New Life Fellowship at 134 W. Main in Barstow, Calvary Chapel of Barstow at 412 Avenue A, Barstow, and the Hi Desert Church of Religious Science, 18575 Corwin Road, Apple Valley.

- H. **Temporary Sponsorship:** Oasis will coordinate a program of “Recovery Partners” (temporary NA/AA sponsors) if clients request one or if they do not find a sponsor on their own. These individuals will serve as transition sponsors and will help introduce clients to the principles of NA/AA. They will share their experience, strength, and hope during this transition process. The clients will be free to choose a permanent sponsor at any time once they are comfortable with the recovery system.
- I. **Sober Social Experiences:** Oasis understands the importance of helping the clients create positive, drug/alcohol-free social experiences in their recovery. We encourage and sponsor outings such as: sporting activities on the weekends, visits to local parks, opportunities to provide service to needy community residents and agencies, and other activities.
- J. **Community Teachers:** Oasis offers the opportunity for clients to listen outside speakers in augmentation of the educational portion of the program. For instance, Mr. Seeley, a local public defender discusses legal assistance, Terri Miller, an EDD representative discusses employment issues, Kathy Byrd from the Library Literacy Program, discusses the literacy program and how the clients can take advantage of it.
- K. **Family Reunification:** Because Oasis offers other programs in addition to the ADS Substance Abuse Program, it frequently works with Child Protective Services on Reunification Programs. Oasis works with the parents in the Child Abuser and Parenting Programs at the same time it helps the parents and sometimes the adolescents with anger management and substance abuse issues.
- L. **Multi-Disciplinary Team Approach:** Oasis clinicians meet six times a month on clinical issues. Because Oasis employs a staff with a variety of backgrounds and educational disciplines, the staff members bring a more comprehensive approach to the case conference discussions. For instance, social workers, marriage and family therapists, vocational counselors, CAADAC counselors, and sometimes spiritual counselors bring a therapeutic blend to the discussion for the clients’ advantage.
- M. **Other Oasis Psychoeducational and Therapy Programs:** Oasis offers a variety of other programs to help substance abuse clients. These programs include vocational counseling, anger management, domestic violence, parenting/child abuse, and individual/family therapy. Oasis has found that once clients become familiar with Oasis, they often enroll in additional programs to supplement their particular life situation.

Youth Services

Introduction: The Basic Services noted in Attachment B-1 apply to the Youth population as well, in most respects. The ADP Youth Guidelines are adhered to and the interventions and strategies documented in this Attachment are utilized.

The Oasis Program’s approach to treatment includes the following:

- A. The **Oasis staff** is well trained in the provision of youth services--substance abuse as well as other behavioral, mental health services. The Oasis staff is careful not to devalue, disempower, violate the confidentiality of, or talk down to its adolescent clients. The Oasis staff is careful to not recreate common child/parent conflicts in the home.
- B. **Jeff Foster**, Oasis Clinical Director, has been specially trained in youth issues. One of his Masters' degrees is in Special Education and he has a teaching credential as well. He was instrumental in starting a Children and Adults with Attention-Deficit/Hyperactivity Disorder (CHADD) chapter for AD/HD youth in the San Jose area and will be starting a chapter in Barstow and Victorville this year. CHADD provides education, support, resources and information about AD/HD. The incidences of AD/HD in chemically dependent individuals are high so a local CHADD chapter will certainly enhance the Oasis Youth Substance Abuse Treatment Program.
- C. David Wishnewskey, the Oasis Prevention Director, has been successful in the Barstow schools in his **outreach** efforts. His S.O.B.E.R. clubs at the Barstow and Central High Schools have over 100 students in them and at the Barstow campus is reported as the "most successful, widely attended" club on campus. Activities included in this club include sports activities, social gatherings, cultural events, community service activities, and fund raising. Because of his outreach efforts at Barstow High School, he was asked to start a support group for youth with substance abuse and other problems. The director of pupil personnel services has directed that all students be referred to him when they are having social, emotional, or substance abuse problems at the school. Mr. Wishnewskey's support efforts have been so successful that after only 1 month, he has started another group at the high school. This outreach effort enhances the Oasis Youth Substance Abuse Treatment Program.
- D. The staff **expectations** from the youth are consistent, clear and appropriate with frequent expressions of support and encouragement.
- E. The **target population** for the Oasis youth treatment is individuals ages 12 through 17. Individuals 18 and older are generally treated with the adult population but can, if appropriate, be treated with the younger population.
- F. The Youth in the Oasis Program are provided with opportunities to **develop social skills, goals, decision-making abilities, and leadership skills**. They are introduced to the concept of service to others and the 12 Steps of Recovery principles.
- G. The **assessment and treatment planning** processes are strength-based.
- H. The **assessment/screening tool** now used in the youth program is the Adolescent Drug Abuse Diagnosis (ADAD). Oasis has also used the Youth Addiction Severity Indicator with success. The ADAD along with on-going observation and interview results help determine the level of intensity and guide the treatment plan efforts. As with adults, the **bio-psycho-social factors** are considered when developing the individualized treatment plan. The assessment also includes:
 - a. Health screening with appropriate referrals if indicated;

- b. Issues of mental health, physical health, legal problems, development, school/education/employment, and family/peer relationships;
 - c. Assessment of strengths and abilities.
 - d. Evaluation of the youth's developmental and cognitive levels; and social, emotional, communication and self-help/independent living skills.
 - e. Assessment of safety issues, such as risk of suicide, physical and/or sexual abuse, and perpetration of physical/sexual abuse on others.
 - f. Referral to other appropriate community resources.
- I. The **pre-treatment options** include brief interventions and harm reduction. Admission priority is based on the client assessment and clinical judgment.
- J. **Treatment planning** includes:
 - a. Involvement of the individual;
 - b. Information gathered in the comprehensive assessment;
 - c. Multiple problems experienced by the youth;
 - d. Appropriate services and therapeutic approaches reflective of the youth's gender, and chronological, emotional, and psychological age;
 - e. Discussion of physical health questionnaire results and specific goals for achieving optimum physical health
 - f. Realistic objectives and timeframes for completing;
 - g. Completion within 30 days of admission.
- K. **Alcohol/drug testing** is included as part of the Youth Substance Abuse Treatment Program.
- L. The adolescent is assigned to a **primary counselor** who acts as the case manager and who is responsible for the youth's treatment experience. The primary counselor also conducts individual counseling sessions as clinically appropriate, but at least:
 - a. Upon admission to treatment;
 - b. To develop and revise treatment plans;
 - c. As needed for those uncomfortable with the group process;
 - d. For crisis intervention; and,
 - e. For discharge planning.
- M. The individual is assigned to **group education/process sessions** as clinically appropriate and as noted in the treatment plan.
- N. **Individual family counseling** sessions are part of the treatment process when indicated.
- O. A **multi-family group** is part of the youth services program. This group helps identify family dynamics, engage and include the family in the youth's treatment. Oasis also offers Parenting classes for parents needing these skills.
- P. The adolescent criteria in ASAM's **Patient Placement Criteria** for the Treatment of Substance Abuse Related Disorders are used to help determine the appropriate placement. The intent is to keep the adolescents in the least restrictive, effective, and safe environment.

- Q. **Outcomes** for the youth program measure:
- a. Reduction and/or elimination of AOD use;
 - b. Improved level of functioning in major life domains; and,
 - c. Placement and safe treatment in the most appropriate, least restrictive settings.
- R. The Oasis Youth Program provides a **supportive environment** where young people can explore their behavior with peers. The relationship between identity discovery, academic performance, criminal activity, peer pressure, dysfunctional home life, violence, STD's, self-esteem and substance abuse are investigated.
- S. **Discharge planning** is conducted with the individual and the family if appropriate. The plan includes an aftercare plan for the individual and the family. The plan includes relapse prevention, family involvement, linkages to other services as necessary, aftercare sessions, and self-help support groups.
- T. As with the adult population, Oasis has **linkages with community resources** and stakeholders such as health, mental health, social services, educational services, and juvenile justice services/programs.
- U. Oasis offers a **Youth Anger Management** program and can refer the adolescents to the program as required.

AGREEMENT FOR SUBSTANCE ABUSE AND CRIME PREVENTION ACT
(SACPA) SERVICES

CONTRACTOR NAME: HI-DESERT MENTAL HEALTH CENTER, INC.

Contractor shall:

Comply with all SACPA Regulations found in Title 9 California Code of Regulations (CRC), commencing with Section 9500 and including:

9530(f): With the exception of specific requirements included in (g), (h), and (i) of Section 9530, determination of allowable and allocable costs under the Act shall be made utilizing the guidelines contained in the Act and in cost principles published by the Federal Office of Management and Budget (OMB). The County shall follow OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments". Public and Private contractors shall follow OMB Circular A-122, "Cost Principles for Non-Profit Organizations".

9530(k) (2): The County shall monitor and document activities to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the County.

9535 (e): The Contractor shall retain all records documenting use of funds for a period of five years from the end of the fiscal year or until completion of the State Department of Alcohol and Drug Program's annual audit and resolution of any resulting audit issues if the audit is not resolved within five years.

9545 (a): Counties shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with provisions of the Act, the requirements of Chapter 2.5 of Title 9, CRC, and the County terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits.

9545 (b): The audit shall be conducted in accordance with generally accepted government auditing standards as described in "Government Auditing Standards (1994 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States.

9545 (d): The written audit report shall establish whether the Contractor expended funds in accordance with the provisions of the Act, the requirements of Chapter 2.5 of Title 9, CRC, and the County terms and conditions under which the funds were awarded.

9545 (e): When a County audit finds that a public or private contractor has misspent funds based on the requirement of Title 9, CRC, Section 9530, the County shall demand repayment from the Contractor in the amount of such audit findings and shall deposit the recovered funds into the County's trust fund established pursuant to Title 9, CRC, Section 9517. Such recovery of funds shall be reported to the Department on the Annual Financial

Status Report Substance Abuse and Crime Prevention Act of 2000" (Form 10096, New 10/01), and the specific amount recovered shall be identified in the "Comments/Remarks" line on the same report. The County shall maintain an audit trail to identify the specific audit periods for which recoveries are reported.

9545 (g): Notwithstanding subsection (a) of Section 9545, any public or private contractor who is required to obtain a single audit pursuant to OMB Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The County may rely on the single audit as fulfilling its responsibilities in Section 9545(a).

9545 (h): Audit work papers supporting the report shall be retained for a period of five years from the issuance of the audit report and the County shall make such work papers available to the State Department of Alcohol and Drug Programs upon request.

---END OF ADDENDUM---

AGREEMENT ON UNION ORGANIZING

CONTRACTOR NAME: HI-DESERT MENTAL HEALTH CENTER, INC.

Contractor, by signing this Contract, hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this Contract.

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this Contract will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

---END OF ADDENDUM---